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CLERK OF DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Deon L. Thomas Pro Se'  
Plaintiff

V.

Bleier & Cox LLP  
Defendant

Co-Defendants  
NCO Financial Systems, Inc., CAPITAL ONE,  
aka  
CAPITAL ONE, NATIONAL ASSOCIATION,  
CAPITAL ONE FINANCIAL CORP., CAPITAL  
ONE BANK (USA), N. A., Capital One Bank  
(USA), N.A. ("COBUSANA")  
Does 1 through 10

Case No: 2:11-cv-04428 AHM (opX)

**JOINT RULE 26(f) REPORT &  
PROPOSED DISCOVERY PLAN**

**Scheduling Conference: 10/3/2011**

**Time: 1 :30 p.m.**

**Courtroom: 14**

**Judge: Hon. A. Howard Matz**

1 Pursuant to Federal Rule of Civil Procedure Rule 26(f), the  
2 parties having meet and confer per local and federal rules,  
3 submit the following Jont Rule 26(f) Report and Proposed  
4 Discovery Plan.

5  
6 **A. short statement of the claims, counterclaims, and affirmative**  
7 **defenses, not to exceed three (3) pages.**

8 Plaintiff Deon Thomas ("Plaintiff") alleges that Defendant  
9 Bleier & Cox, **LLP** ("Bleier & Cox"), Co-Defendant NCO Financial  
10 Systems, Inc. ("NCO"), and Co- Defendant Capital One et  
11 al. ("Capital One"), violated numerous provisions of the federal  
12 Fair Debt Collection Practices Act ("FDCPA"), violated numerous  
13 provisions of the Fair Credit Reporting Act ("FCRA"), committed  
14 willful and negligent noncompliance pursuant to 15 U.S.C. 1681 et  
15 seq., and violated Plaintiff's civil rights in their attempts to  
16 collect an alleged consumer debt from Plaintiff. Plaintiff alleged  
17 he is entitled to statutory damages, actual damages, attorneys fees  
18 and costs under the FDCPA and the FCRA.

19  
20  
21 Bleier & Cox, NCO and Capital One , each deny Plaintiff's  
22 allegations and contest Plaintiff's damage claims.

23 **B. A brief description of the key legal issues.**

24 The primary legal issue is whether Bleier & Cox, NCO and  
25 Capital One ,committed the alleged conduct and whether the alleged  
26 conducted violated the FDCPA, which prohibits debt collectors from  
27 engaging in abusive, deceptive, and unfair practices; and whether  
28

1 Capital One violated the FCRA, which was enacted to ensure accuracy  
2 and fairness in credit reporting.

3 The key legal issue presented with respect to Plaintiff's claim  
4 against Capital One is whether it violated FCRA Section 1681s-2 by  
5 failing, after receiving notice of dispute from a credit reporting  
6 agency, to conduct a reasonable investigation with respect to  
7 information disputed by Plaintiff.  
8

9 **C. A discussion of the likelihood of motions seeking to add**  
10 **other parties or claims, file amended pleadings, or transfer**  
11 **venue.**

12  
13 Bleier & Cox, NCO and Capital One , do not anticipate  
14 filing an amended pleading adding other parties or moving to  
15 transfer venue. Plaintiff reserves the right to file an amended  
16 pleading adding additional causes of action and other parties.

17 **D. Insurance Coverage:**

18 Capital One maintain a blended professional liability insurance  
19 policy. Capital One does not expect insurance coverage to impact  
20 this litigation. NCO maintain a blended professional liability  
21 insurance. NCO does not expect insurance coverage to impact this  
22 litigation. Bleier & Cox maintain a blended professional liability  
23 insurance. Bleier & Cox does not expect insurance coverage to  
24 impact this litigation.  
25  
26

27 **E. A discussion of discovery and experts pursuant to Rule**  
28 **26(f) .**

1 The parties agree to conduct discovery per the Federal Rule of  
2 Civil Procedure guidelines and constraints. The parties believe  
3 that any information pertaining to the communication between  
4 Plaintiff and Defendants, both written and oral, will need to be  
5 discovered.

6  
7 Plaintiff desires to limit the number of written discovery  
8 request to a maximum of: thirty (30) interrogatories by each party  
9 to any other party; thirty (30) request for admissions by each  
10 party to any other party, thirty (30) requests for production for  
11 documents by each party, with all responses due within thirty (30)  
12 days after service; A maximum of six (6) six depositions to be  
13 taken by each party, excluding expert deposition.

14  
15 1) Plaintiff's discovery will be directed toward all of  
16 Bleier & Cox, NCO and Capital One's contacts with Plaintiff.  
17 Plaintiff will also conduct discovery into Defendant's affirmative  
18 defenses.

19  
20 2) Bleier & Cox discovery will be directed toward  
21 Plaintiffs' allegations and damages. Defendant may take  
22 depositions and propound discovery.

23  
24 3) NCO discovery will be directed toward Plaintiffs'  
25 allegations and damages. . Defendant may take depositions and  
26 propound discovery.

27  
28 4) Expert witness disclosures: The parties agree to the  
time for expert witness disclosures set forth in FRCP 26(a)(2)(C).

1           5)       Capital One anticipates that it will conduct discovery  
2 regarding Plaintiff's FCRA claim, including but not limited to  
3 Plaintiff's Capital One account, communications between Plaintiff  
4 and Capital One; communication between Plaintiff and any credit  
5 reporting agencies; Plaintiff's credit reports; and Plaintiff's  
6 claims for damages. Capital One plans to depose Plaintiff.  
7  
8 Capital One may depose corporate representatives of the credit  
9 reporting agencies if necessary.

10           6)       Electronically stored information: The parties have not  
11 identified nor anticipate issues to arise relating to the  
12 identification, maintenance and production of electronically stored  
13 information. The parties have made no formal agreements relating  
14 to the topic.  
15

16           7)       Plaintiff intend to file discovery as they are relevant  
17 to cross examine/depose all persons that Capital One, Bleier & Cox  
18 and NCO provides as witnesses, expert witnesses, and or persons  
19 having knowledge of any alleged accounts or information or  
20 documentation pertinent to this action or to the Plaintiff.  
21

22           8)       Discovery conducted thus far: The parties have not  
23 yet conducted discovery.

24           9)       Discovery Limitations: Bleier & Cox, NCO, and Capital  
25 One intend to file discovery motions to limit the scope of  
26 discovery to the facts alleged in this case and to not allow  
27 discovery of Bleier & Cox's, NCO's, and Capital One's ,  
28

1 respective, employee training program and employee supervision  
2 practices which is irrelevant, not likely to lead to admissible  
3 evidence, and overly burdensome; or any other protected documents.  
4 Bleier & Cox, NCO, and Capital One all anticipate the need for a  
5 Stipulated Protective Order and Confidentiality Agreement as to any  
6 respective account notes or documents which are determined relevant  
7 and discoverable. Capital One may move for a protective order  
8 regarding certain confidential and proprietary information  
9 requested in discovery.  
10

11 10) Plaintiff intend to file discovery motions to limit the  
12 scope of discovery to the fact only alleged in this case and to not  
13 allow discovery to go beyond the scope of the complaint, which is  
14 irrelevant, inadmissible, and overly burdensome. Plaintiff  
15 anticipate the need for a Stipulation of Protective Order.  
16

17 **F. A description of any issues which may be resolved by motions**  
18 **for summary judgment.**  
19

20 Plaintiff, Bleier & Cox, NCO and Capital One, all believe  
21 that liability could be determined in a motion for summary  
22 judgment.

23 Plaintiff anticipates that a motion in opposition may be  
24 appropriate in the event that a motion for summary judgment is  
25 filed by Bleier & Cox, NCO or Capital One as prompt discovery will  
26 demonstrate on the record, clear genuine issues of material fact,  
27 precluding summary judgment.  
28

1 **G. A brief description of settlement discussion to date, and the**  
2 **settlement selection pursuant to Local Rule 16.**

3 The parties have discussed settlement in good faith and  
4 were unable to reach an agreement. The parties consent to use a  
5 magistrate judge for a settlement conference.  
6

7 **H. A realistic time estimate required for trial and whether it**  
8 **will be jury or court.**

9 Plaintiff has requested a jury trial and anticipates a  
10 (2) or (3) day trial.

11 Bleier & Cox, NCO or Capital One are not requesting a jury  
12 trial. They anticipate a 2 or 3 day bench trial or a 1 week jury  
13 trial if Plaintiff continues to request a jury trial.  
14

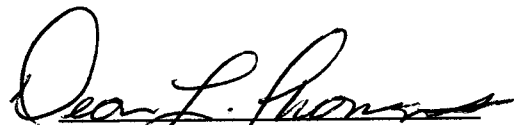
15 **I. Proposed dates.**

16 The Plaintiff have discussed and agreed on the following  
17 dates:

- 18 1) Fact discovery cut-off= January 9, 2012
- 19 2) First expert exchange = December 19, 2011
- 20 3) Second expert exchange = January 23, 2012
- 21 4) Expert discovery cut-off = February 13, 2012
- 22 5) Motion hearing date cut-off = February 20, 2012
- 23 6) Pre-trial conference = March 19, 2012
- 24 7) Trial = April 9, 2012
- 25
- 26
- 27
- 28

**CERTIFICATE OF SERVICE**

I Deon L. Thomas do hereby certify that on September 19, 2011, I served the **JOINT RULE 26(f)**  
**REPORT & PROPOSED DISCOVERY PLAN** upon the Clerk of the Court



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